

AN ORDINANCE 2006-04-13-0462

**AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES PROVIDING AN ADDITIONAL \$80,000.00 FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S FAMILIES PREVENTING DIABETES PROGRAM FOR THE PERIOD MARCH 30, 2006 THROUGH MARCH 29, 2007; ADOPTING THE PROGRAM BUDGET; AND APPROVING THE PERSONNEL COMPLEMENT.**

\* \* \* \* \*

**WHEREAS**, the City Manager was authorized to execute the Public Health State Support Project 2006/2007 Contract 7460020708 2007 with the Texas Department of State Health Services (TDSHS) through an ordinance passed and approved on January 26, 2006 providing annual assistance to the City to support core public health activities provided by the San Antonio Metropolitan Health District (SAMHD); and

**WHEREAS**, contract changes are made throughout the term of the contract in order to renew grant programs when their terms expire; and

**WHEREAS**, TDSHS has now offered Contract Change Notice No. 04, Attachment 05 totaling \$80,000.00 to renew funding for the ongoing Families Preventing Diabetes Program of the SAMHD for the period March 30, 2006 through March 29, 2007; and

**WHEREAS**, the Families Preventing Diabetes Program is a community based intervention project to reduce the percentage of people who are diagnosed with diabetes and whose goal is to create an environment whereby families can work together to develop positive health behaviors, including good nutritional habits, weight management, and exercise regimes; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is authorized to execute a contract change with the Texas Department of State Health Services (TDSHS) providing an additional \$80,000.00 for the San Antonio Metropolitan Health District's Families Preventing Diabetes Program for the period March 30, 2006 through March 29, 2007. A copy of said contract change is attached hereto and incorporated herein for all purposes as Attachment I.

**SECTION 2.** Fund No. 26016000, Funds Center 3606560000, Internal Order 136000000316, has been designated for use in accounting for the fiscal transactions of this project. Said fund and funds center are authorized to be revised in accordance with TDSHS Contract Change Notice No. 04.

**SECTION 3.** The sum of \$80,000.00 is hereby appropriated in the above-designated fund and the budget set out in Attachment II is approved and adopted for entry on the City books.

**SECTION 4.** Payments in an aggregate amount not to exceed \$2,500.00 are authorized to be made to University Health Systems – Texas Diabetes Institute for a diabetic educator for the period March 30, 2006 through March 29, 2007. These payments will be made from Fund 26016000, Funds Center 3606560000, Internal Order 136000000316, GL No. 5201040, on a fee-for-service basis.

**SECTION 5.** Payments in an aggregate amount not to exceed \$23,140.00 are authorized to be made to Antioch Community Transformation Network for administrative support and office space for the period March 30, 2006 through March 29, 2007. These payments will be made from Fund 26016000, Funds Center 3606560000, Internal Order 136000000316, GL No. 5201040 on a fee-for-service basis.

**SECTION 6.** The one (1) personnel position set out in Attachment II are hereby authorized for the activity shown thereon.

**SECTION 7.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 8.** This ordinance shall be effective on and after April 23, 2006.

PASSED AND APPROVED this 13<sup>th</sup> day of April, 2006.

ATTEST: *Lucia M. Vaut*  
City Clerk

*Phil Hardberger*  
M A Y O R  
PHIL HARDBERGER

APPROVED AS TO FORM: *Hollis Young*  
for City Attorney



ATTACHMENT I

DEPARTMENT OF STATE HEALTH SERVICES  
1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS

DSHS Document No. 7460020708 2007

COUNTY OF TRAVIS

Contract Change Notice No. 04

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 05 : DIABETES-COMM. DIABETES SERVICES

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: \_\_\_\_\_  
(Signature of person authorized to sign)

\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: \_\_\_\_\_  
(Signature of person authorized to sign)

Bob Burnette, Director  
Client Services Contracting Unit  
\_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

MB CSCU - Rev. 6/05

# DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	TB/PC 0000313010	01/01/06	12/31/06	93.116	353,133.00	0.00	353,133.00
02	HIV/PREV 0000313264	01/01/06	12/31/06	93.940	232,350.00	0.00	232,350.00
03	STD/HIV 0000313285	01/01/06	12/31/06	93.977 93.940	336,254.00	0.00	336,254.00
04	HIV/SURV 0000313949	01/01/06	12/31/06	93.944	123,869.00	0.00	123,869.00
05	DIAB/CDSP 0000316073	03/30/06	03/29/07	93.988	80,000.00	0.00	80,000.00
DSHS Document No.7460020708 2007 Change No. 04					Totals	\$ 0.00	\$1,125,606.00

\*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460020708-2007  
ATTACHMENT NO. 05  
PURCHASE ORDER NO. 0000316073

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: TEXAS DIABETES PROGRAM

TERM: March 30, 2006 THRU: March 29, 2007

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall design, implement, and evaluate a Family Focused Community Diabetes Services Project (FFCDSP). This project shall provide community-based diabetes prevention and management interventions that implement population-based and evidence-based programs and strategies at the community level, and inform and educate community leaders about evidence-based community, systems, and environmental changes that support and impact diabetes primary and secondary preventive measures. This project shall target families in high-risk populations - racial and ethnic minorities who have disproportionate rates and burdens of diabetes and limited access to health care.

PERFORMING AGENCY shall be responsible for designing, implementing, and evaluating the FFCDSP project. PERFORMING AGENCY shall meet the following objectives through the FFCDSP project and shall provide evidence that the FFCDSP project is meeting the following objectives:

- Increase opportunities for implementing positive behavior and lifestyle changes (e.g., increased and continuing physical activity and healthy eating) in people who already have diabetes and those who are at risk of developing diabetes;
- Increase community, environmental, and systems changes in various community sectors (schools, businesses, faith communities, neighborhoods, health systems and food industry) that facilitate ongoing, increased physical activity and healthy eating among the general population, especially those with diabetes and "pre-diabetes";
- Institute project strategies or community policy and environmental changes conducive to risk reduction;
- Increase public and provider knowledge of the symptoms, risk factors and target goals of diabetes, pre-diabetes and gestational diabetes and the importance of physical activity and healthy eating in preventing and delaying or managing the disease and its complications; and
- Increase the knowledge of health care providers, payers, and their patients and implementation of the Texas Diabetes Council's (TDC) Minimum Standards for Diabetes Care in Texas and clinical guidelines (providers, payers) and National Diabetes Education Program (NDEP) resources.

PERFORMING AGENCY shall establish and/or maintain a broad-based community diabetes coalition that meets at least quarterly for the duration of this project.

PERFORMING AGENCY shall develop and submit the following products:

- Evidence of quarterly coalition meetings (minutes with attendance rosters);
- A program description in a format specified by RECEIVING AGENCY Program;
- Evaluation data and analysis to be specified by RECEIVING AGENCY Program; and
- Any other items agreed upon in writing between PERFORMING AGENCY and RECEIVING AGENCY.

PERFORMING AGENCY shall have and maintain procedures and tracking tools in a consistent, timely manner to document activities, services, and persons served that are measured in reports. PERFORMING AGENCY also shall fulfill evaluation requirements as specified by RECEIVING AGENCY.

PERFORMING AGENCY shall be listed in the Texas Information Referral Network (TIRN) and shall identify other diabetes resources in their service area that are not listed with TIRN and partner with them to ensure these resources are added to the database.

PERFORMING AGENCY shall provide evidence through its formative evaluation that PERFORMING AGENCY is meeting project work plan's goals outlined in project's impact and process objectives.

PERFORMING AGENCY shall align any health care system components with the TDC's Minimum Standards of Care. All project interventions shall be consistent with the TDC's strategic plan and RECEIVING AGENCY'S priorities for the health of Texans: fitness through physical activity and nutrition, immunizations, and eliminating health disparities.

PERFORMING AGENCY shall perform all activities in accordance with RECEIVING AGENCY Program's Competitive Request for Proposal (RFP), Family-Focused Diabetes Prevention Services Projects, RFP- DIABETES-0122.1, issued 11/04/2004, Renewal Application RFP- DIABETES-0122.2 issued 11/08/2005, any letters or memos with rules, policies or other instructions given to PERFORMING AGENCY, and PERFORMING AGENCY'S objectives, work plan, and detailed budget as approved by RECEIVING AGENCY Program. All of the above named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to said documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract Attachment unless amended.

PERFORMING AGENCY shall comply with the following:

- Texas Health and Safety Code, §12.012 and 103; and
- *Healthy People 2010*, United States (U.S.) Department of Health and Human Services, November, 2000.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

#### PERFORMANCE MEASURES

The following performance measures shall be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract.

- Provide a minimum of 0 organizational activities leading to changes in community systems, policy, and/or environments;
- Provide a minimum of 0 organizational changes impacting community systems, and/or environments in two (2) or more sectors of the community (e.g., health care, worksites/business, faith-based groups, neighborhoods, recreation centers, schools, non-profits, and food industry);
- Provide at least 36 self-management classes (e.g., Centers for Disease Control and Prevention (CDC) diabetes self management program – Diabetes Empowerment Education Program (DEEP), Stanford's Chronic Disease Self Management, or other RECEIVING AGENCY approved models) or activities reaching at least 75 people;
- Provide a minimum of 3 provider education (risk reduction, TDC standards of care, etc.) events about diabetes;
- Conduct at least 36 ongoing physical activity groups and/or events, reaching at least 75 people;
- Conduct at least 36 support groups, reaching at least 75 people;
- Conduct at least 12 food and nutrition classes, reaching at least 75 people;
- Submit profile to TIRN for listing by August 2006 and identify 6 diabetes resources in their service area to submit profile into the database; and
- Public Information:

- Provide at least 0 television activities;
- Provide at least 0 radio activities;
- Publish at least 0 print advertisements (e.g., newspapers, church bulletins, business inserts or newsletters);
- Provide at least 0 websites, kiosks, etc.; and
- Distribute at least 0 printed materials (e.g., NDEP, TDC, and other diabetes-related literature.

PERFORMING AGENCY shall provide the following reports:

- Monthly performance reports accounting for key activities in work plan implementation (anecdotal and statistical), prepared in a format approved by RECEIVING AGENCY Program, and due ten (10) days after the end of each month;
- Quarterly reports analyzing progress on work plans and development of successful strategies, prepared in a format approved by RECEIVING AGENCY Program, and due twenty (20) days after the end of each quarter; and
- A year-end project summary of achievements and level of accomplishing objectives for end of contract period and recommended practices and processes for achieving objectives, prepared in a format approved by RECEIVING AGENCY Program, and due thirty (30) days after the end of the contract Attachment term.

The numbers above indicate the minimum for each performance measure. This value is subject to change upon written agreement between RECEIVING AGENCY and PERFORMING AGENCY. Work plan activities and deadlines shall not be changed without prior approval from RECEIVING AGENCY.

PERFORMING AGENCY shall notify RECEIVING AGENCY Program Director, Diabetes Program, of any changes in project staff or contact information within fourteen (14) days of such change(s).

PERFORMING AGENCY'S Project Coordinator and support staff shall attend all scheduled trainings held by RECEIVING AGENCY unless prior approval is obtained from authorized RECEIVING AGENCY Program staff for absences.

PERFORMING AGENCY shall receive prior approval from RECEIVING AGENCY on any proposed educational media campaigns for the public or health care professionals. This requirement does not apply to promotional campaigns for local events. PERFORMING AGENCY shall use NDEP materials whenever possible. PERFORMING AGENCY shall include the following credit on all printed, audio or visual materials developed as part of this program: "Funding provided by the Department of State Health Services, Texas Diabetes Program."

SECTION II. SPECIAL PROVISIONS:



None.

SECTION III. BUDGET:

PERSONNEL	\$32,625.00
FRINGE BENEFITS	10,440.00
TRAVEL	1,856.00
EQUIPMENT	0.00
SUPPLIES	6,289.00
CONTRACTUAL	25,640.00
OTHER	501.00
 TOTAL DIRECT CHARGES	 \$77,351.00
INDIRECT CHARGES	\$2,649.00
TOTAL	\$80,000.00

Total reimbursements will not exceed \$80,000.00.

Financial status reports are due the 30th of July, 30th of October, 30th of January, and the 30th of June.

The indirect cost rate shown above is based upon an indirect cost rate on file at the RECEIVING AGENCY and subject to review by RECEIVING AGENCY fiscal monitors. Indirect charges to this contract may not exceed the amount shown above.